HONOURABLE SRI JUSTICE A.GOPAL REDDY

W.P.No.21714 OF 2000

DATED:18-07-2007

BETWEEN:

Y. Muni Subba Reddy

PETITIONERS

AND

Government of Andhra Pradesh
Rep. by its Principal Secretary,
Panchayat Raj & Rural Development
Department, Secretariat, Hyderabad
& others.

RESPONDENTS.

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W.P.No.21714 OF 2000

ORAL ORDER

The petitioner, a Class-I contractor, stated to have entered into an agreements for providing 21 protected water supply schemes in Tamballapalli constituency on turn-key basis vide agreement dated 11.2.1997, for providing 29 protected water supply schemes in Vayalpadu constituency vide agreement dated 13.8.1997 and for providing protected water supply schemes in Tammallapalli constituency vide agreement dated 3.10.1997 and other works with the 4th respondent and for providing 35 protected water supply schemes in Satyavedu constituency vide agreement dated 22.8.1997 and other works with the 5th respondent. He filed this writ petition questioning the G.O.Ms.No.301, Panchayat Raj & Rural Development (PROGS-II) Department, dated 13.7.1998, whereunder directions were issued to

Engineer-in-Chief, Panchayat Raj for issuing necessary instructions to all the concerned to deduct 0.25% of gross amount of bills and remit it to the institute of Construction Technology of India, at Hyderabad by 5th of every succeeding month.

Questioning the very same G.O., various writ petitions were filed and this Court in **Pulipati Engineers Pvt. Ltd. V. Principal Secretary to Govt, Panchayat Raj and Rural Development Dept.** (2002 (5) ALT 197) held that once the parties are governed by the terms of the contract,, which do not provide for recovery of any amount, by way of the impugned Government Order in G.O.Ms.No.301, dated 13.7.1998, the parties cannot be forced to waive their rights under the contract, nor can the G.O. be made applicable to transactions which have already been completed prior to the date of issuance of the G.O. and the impugned G.O. cannot be applied retrospectively to the agreements concluded prior to the issuance of the said G.O. and the same will be prospective and govern the contracts which are entered after the issuance of the G.O. and that the respondents cannot recover any amount under the said G.O. from the transactions entered into prior to the date of its coming into force. The respondents were further directed to refund the amount already collected, if any, under the impugned G.O.

Learned Government Pleader has not brought to the notice of this Court whether against the said judgment any appeal has been preferred and the said order has been varied. In the absence of the same, the writ petition is also disposed of directing the respondents that no recovery can be made to the contracts which were concluded prior to the date of issuance of G.O. If any amount has already been recovered pursuant to the said G.O., the same shall be refunded to the petitioner. No costs.

July 18, 2007 A.GOPAL REDDY, J.

Tsr